



WILLIAM T FUJIOKA
Chief Executive Officer

County of Los Angeles CHIEF EXECUTIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION
LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
<http://ceo.lacounty.gov>

June 17, 2008

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**DEPARTMENT OF PUBLIC HEALTH: ACCEPTANCE OF FORTHCOMING
STANDARD AGREEMENT FROM THE CALIFORNIA DEPARTMENT OF PUBLIC
HEALTH FOR THE IMMUNIZATION PROGRAM AND APPROVAL OF
AMENDMENTS TO IMMUNIZATION-RELATED SERVICE AGREEMENTS
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Request approval to accept a forthcoming Standard Agreement from the California Department of Public Health for Fiscal Year 2008-09 to support the Department of Public Health's Immunization Program.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Delegate authority to the Director of the Department of Public Health (DPH), or his designee, to accept and execute a forthcoming Standard Agreement from the California Department of Public Health (CDPH) for Fiscal Year (FY) 2008-09 to support DPH's Immunization Program, in the approximate amount of \$1,220,519 subject to review and approval by County Counsel and the Chief Executive Office (CEO) and notification to the Board offices.
2. Delegate authority to the Director of DPH, or his designee, to accept and execute any forthcoming Standard Agreements from CDPH, to support the Immunization Program for future FYs (including acceptance of any required

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changes [e.g., Scope of Work revisions]) with substantially similar terms to the Standard Agreement for FY 2008-09, for FYs 2009-10 through FY 2012-13, in an amount not to exceed \$2,500,000 per FY, subject to review and approval by County Counsel and the CEO and notification to the Board offices.

3. Delegate authority to the Director of DPH, or his designee, to accept and execute any future amendments to forthcoming Standard Agreements to allow for the acceptance of rollover funds or to increase or decrease funding under the Standard Agreements up to 25 percent, for each FY, subject to review and approval by County Counsel and the CEO and notification to the Board offices.
4. Delegate authority to the Director of DPH, or his designee, to execute Amendment Number 2 (Exhibit I) to Agreement Number H-701758 with Esperanza Community Housing Corporation, to support the Promotora Collaborative Project (PCP) for the period of July 1, 2008, through June 30, 2009, at a total maximum obligation not to exceed \$185,000, 100 percent offset by CDPH funds, with provisions for four 12-month automatic renewals through June 30, 2013, contingent upon the availability of CDPH funding for each FY, subject to review and approval by County Counsel and notification of the Board offices.
5. Delegate authority to the Director of DPH, or his designee, to execute a) Amendment Number 1 (Exhibit I) to seven Community Health Center (CHC) Immunization Project Services Agreements at a total maximum obligation of \$143,100, b) Amendment Number 3 (Exhibit I) to five CHC Immunization Project Services Agreements at a total maximum obligation of \$166,500, and c) Amendment Number 5 (Exhibit I) to ten CHC Immunization Project Services Agreements at a total maximum obligation of \$466,200, 100 percent offset by CDPH funds, all for the period July 1, 2008, through June 30, 2009, with provisions for four 12-month automatic renewals through June 30, 2013, contingent upon the availability of CDPH funding for each FY, subject to review and approval by County Counsel and notification to the Board offices.
6. Delegate authority to the Director of DPH, or his designee, to execute Amendment Number 5 (Exhibit I) to Agreement Number H-212985 with Northeast Valley Health Corporation to support the Women, Infants, and Children (WIC) Project Services for the period of July 1, 2008, through June 30, 2009, at a total maximum obligation of \$64,000, 100 percent offset by CDPH funds, with provisions for four 12-month automatic renewals

through June 30, 2013, contingent upon the availability of CDPH funding for each FY, and subject to review and approval by County Counsel and notification to the Board offices.

7. Delegate authority to the Director of DPH, or his designee, to execute Amendment Number 2 (Exhibit I) to Agreement Number H-701796 with HealthNet of California (HealthNet) to support the Los Angeles-Orange Immunization Network (LINK) Collaborative Project (LCP) for the period of July 1, 2008, through June 30, 2009, at a total maximum obligation not to exceed \$59,073, 100 percent offset by CDPH funds, with provisions for four 12-month automatic renewals through June 30, 2013, contingent upon the availability of CDPH funding for each FY, subject to review and approval by County Counsel and notification to the Board offices.
8. Delegate authority to the Director of DPH, or his designee, to execute new agreements with agencies selected and mandated by CDHP to support DPH's Immunization Program effective upon execution by the parties with provisions for automatic renewals through FY 2012-13 at a maximum obligation per FY not to exceed \$250,000 per agreement, 100 percent offset with CDPH funds, contingent upon receipt and approval of CDPH funding and subject to review and approval by County Counsel and CEO and notification to the Board offices.
9. Delegate authority to the Director of DPH, or his designee, to revise the terms and conditions, Scope of Work, and/or maximum obligation not to exceed 25 percent of existing immunization-related service agreements for the period of FY 2008-09 through FY 2012-13, should CDPH mandate such changes under any forthcoming amendments to the Standard Agreements, based on an increase or decrease in CDPH funding, or otherwise, subject to review and approval by County Counsel and CEO and notification to the Board offices.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Board approval of this action will allow DPH to prepare for the continuation of its Immunization Program contract services while waiting for CDPH approval of Standard Agreement funds. Without Board approval, DPH's Immunization Program would face a gap in services by its individual immunization service providers. Funding for each FY is contingent upon the availability of CDPH funds. If funding is not made available, each of the agreements allows for DPH to terminate the agreements and DPH is not obligated to make any payments.

PCP provides immunization education, outreach, referrals, and case management to the community; establishes relationships with community organizations; and studies the effects of empowerment on the community relative to immunizations. CHCs are community health centers that provide enhanced immunization service delivery, community outreach, and health education. WIC provides assessment of immunization records of children ages 0-24 months who seek services from WIC clinics and refers those clients to providers for needed immunizations. LINK deploys immunization registry to HealthNet's highest volume Medi-Cal immunization providers and assesses improvements in immunization services and rates at these sites over the course of their participation in LINK.

These agreements are being extended and new agreements may be executed to ensure that immunization services will continue to be provided to Los Angeles County residents at the same level of service as in previous years.

Implementation of Strategic Plan Goals

This action supports Goal 5, Children and Families' Well-Being and Goal 7, Health and Mental Health of the County Strategic Plan, by continuing to provide enhanced immunization service delivery, community outreach, and health education.

FISCAL IMPACT/FINANCING

The total DPH Immunization Program cost for FY 2008-09 under this proposed Board action is \$1,220,519 and is 100 percent funded by the forthcoming Standard Agreement from CDPH.

Of the \$1,220,519 in grant funds received, \$117,146 will support DPH operating expenses such as services and supplies and travel expenses. The remaining \$1,103,373 will support service contract expenses.

Funding is included in DPH's FY 2008-09 Proposed Budget and will be requested in future fiscal years, as necessary.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Attachment A is the Grant Management Statement as required for grant awards over \$100,000. In addition, Attachment B identifies each of the service providers. Under this proposed Board action each agreement will be extended through June 30, 2009, and includes provisions for four 12-month automatic renewals through June 30, 2013.

County Counsel has approved Exhibit I as to form.

CONTRACTING PROCESS

Your Board has approved several contractual actions over the years related to DPH's Immunization Program. These actions include:

Recommendation 4

On October 11, 2005, your Board approved Agreement Number H-701758 with Esperanza Community Housing Corporation, effective upon date of Board approval through June 30, 2007.

On November 21, 2006, your Board approved the extension of Agreement Number H-701758 with Esperanza Community Housing Corporation through June 30, 2008.

Recommendation 5

- A.) On November 21, 2006, your Board approved seven CHC agreements, effective upon date of Board approval through June 30, 2008.
- B.) On September 30, 2003, your Board approved five CHC agreements through June 30, 2005.

On June 7, 2005, your Board approved the extension of these agreements through June 30, 2007.

On November 21, 2006, your Board approved the extension of these agreements through June 30, 2008.

- C.) On September 4, 2001, your Board approved nine of the ten CHC agreements through June 30, 2003, and one CHC agreement (Queens Care Family Clinic) on June 4, 2002 through June 30, 2003.

On September 30, 2003, your Board approved the extension of these agreements through June 30, 2005.

On June 7, 2005, your Board approved the extension of these agreements through June 30, 2007.

On November 21, 2006, your Board approved the extension of these agreements through June 30, 2008.

Recommendation 6

On September 4, 2001, your Board approved Agreement Number H-212985 with Northeast Valley Health Corporation through June 30, 2003.

On September 30, 2003, your Board approved the extension of these agreements through June 30, 2005.

On June 7, 2005, your Board approved the extension of these agreements through June 30, 2007.

On November 21, 2006, your Board approved the extension of these agreements through June 30, 2008.

Recommendation 7

On October 11, 2005, your Board approved Agreement Number H-701796 with HealthNet, effective upon date of Board approval through June 30, 2007.

On November 21, 2006, your Board approved the extension of Agreement Number H-701796 with HealthNet through June 30, 2008.

DPH Immunization Program's service agreements are selected by CDPH under a Request for Applications competitive selection process conducted by CDPH. DPH enters into agreements with only those providers approved and funded by the CDPH.

With DPH's request for delegated authority to execute amendments to the aforementioned agreements that include provisions for 12-month automatic renewals through June 30, 2013, contingent upon the availability of CDPH funding for each FY, this allows DPH to ensure that services are uninterrupted and that other potential providers approved by CDPH are given the opportunity to provide immunization services within the County.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Board approval of this proposed action will ensure that immunization services will continue to be provided to Los Angeles County residents at the same level of service as in previous years.

Honorable Board of Supervisors
June 17, 2008
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CONCLUSION

When approved, DPH requires four signed copies of your Board's action.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'W. T. Fujioka', with a stylized flourish at the end.

WILLIAM T FUJIOKA
Chief Executive Officer

WTF:SRH:SAS
MLM:RFM:yb

Attachments (3)

c: County Counsel
Director and Health Officer, Department of Public Health

061708_DPH_Immunization Prgm

Los Angeles County Chief Administrative Office
Grant Management Statement for Grants Exceeding \$100,000

Department: Public Health

Grant Project Title and Description

Immunization Program FY2008-2009 Funding.

Funding Agency CDPH	Program (Fed. Grant #/State Bill or Code #) Forthcoming Standard Agreement	Grant Acceptance Deadline June 30, 2008
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Total Amount of Grant Funding: \$1,220,519	County Match Requirements	N/A
Grant Period: FY 2008-2009	Begin Date: July 1, 2008	End Date: June 30, 2009
Number of Personnel Hired Under this Grant:	Full Time 0	Part Time 0

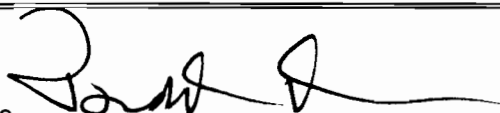
Obligations Imposed on the County When the Grant Expires

Will all personnel hired for this program be informed this is a grant funded program?	Yes	X	No	
Will all personnel hired for this program be placed on temporary ("N") items?	Yes	X	No	
Is the County obligated to continue this program after the grant expires	Yes		No	X
If the County is not obligated to continue this program after the grant expires, the Department will:				
a. Absorb the program cost without reducing other services	Yes		No	X
b. Identify other revenue sources	Yes		No	X
(Describe)				
c. Eliminate or reduce, as appropriate, positions/program costs funded by this grant.	Yes	X	No	

Impact of additional personnel on existing space: N/A

Other requirements not mentioned above N/A

Department Head Signature



Date

5/20/08

<p align="center">COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH IMMUNIZATION PROGRAM BUDGET - FISCAL YEAR 2008-2009 COUNTY BUDGET JULY 1, 2008 through JUNE 30, 2009</p>

PERSONNEL SERVICES	\$0
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OPERATING EXPENSES

Services and Supplies	117,146
Mileage/Parking (Travel In-State)	0
Travel/Training (Travel Out-of-State)	0
TOTAL OPERATING EXPENSES	<u>\$117,146</u>

SUBCONTRACT EXPENSES**Recommendation 4, Amendment 2**

PCP - Esperanza Community Housing Corporation	185,000
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Recommendation 5, Amendment 1

CHC - American Indian Healing Center	9,000
CHC - Comprehensive Community Health Centers	53,100
CHC - East Valley Community Health Center	36,000
CHC - JWCH Institute	13,500
CHC - Korean Health, Education, Information and Research Center	13,500
CHC - Los Angeles Free Clinic	9,000
CHC - University Muslim Medical Association Community Clinic	9,000
	<u>143,100</u>

Amendment 3

CHC - AltaMed Health Services Corporation	67,500
CHC - Harbor Free Clinic	9,000
CHC - Partners in Care Foundation Care-A-Van Mobile Health Clinic	31,500
CHC - St. John's Well Child & Family Center	49,500
CHC - Westside Family Health Center	9,000
	<u>166,500</u>

Amendment 5

CHC - Eisner Pediatric & Family Medical Center	76,500
CHC - Mission City Community Network, Inc.	27,000
CHC - Northeast Valley Health Corporation	90,000
CHC - Arroyo Vista Family Health Center	90,000
CHC - QueensCare Family Clinics	27,000
CHC - Catalina Island Medical Center	9,000
CHC - El Proyecto Del Barrio, Inc.	76,500
CHC - Valley Community Clinic	13,500
CHC - Venice Family Clinic	31,500
CHC - Family Health Care Centers of Greater LA, Inc.	25,200
	<u>466,200</u>

Recommendation 6, Amendment 5

WIC - Northeast Valley Health Corporation	64,000
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Recommendation 7, Amendment 2

LCP - HealthNet of California	59,073
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Contract Monitoring Fee (CPA @ 25%)	19,500
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TOTAL SUBCONTRACT EXPENSES	<u>\$1,103,373</u>
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TOTAL GRANT COST	\$1,220,519
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Indirect Cost	0
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Total Program Cost	<u><u>\$1,220,519</u></u>
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Contract No. _____

IMMUNIZATION PROGRAM SERVICES AGREEMENT

Amendment No. ____

THIS AGREEMENT is made and entered into this _____ day
of _____ 2008,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

(hereafter "Contractor")

WHEREAS, reference is made to that certain document entitled
"IMMUNIZATION PROGRAM SERVICES AGREEMENT," dated _____,
and further identified as County Agreement No. H-_____, and any amendments
thereto (all hereafter "Agreement"); and

WHEREAS, it is this intent of the parties hereto to amend Agreement to provide
for the changes set forth herein; and

WHEREAS, the Agreement provides that changes may be made in the form of a
written amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment shall become effective on July 1, 2008.
2. Paragraph 1, TERM, shall be revised as follows:

"1. Term: This Agreement shall be effective July 1, 1008 and shall continue in full force and effect to and including, June 30, 2009, subject to the availability of State funding. Thereafter, this Agreement shall be automatically renewed for an additional twelve (12) months effective July 1, 2009 through June 30, 2013, subject to the availability of State funding to the County. If such State funding is not forthcoming, this Agreement shall terminate on June 30, 2009.

This Agreement shall be effective September 4, 2001 and shall continue in full force and effect to and including, June 30, 2009, subject to the availability of State funding. Thereafter, this Agreement shall be automatically renewed for additional twelve (12) months up to four (4) twelve month period through June 30, 2013, subject to the availability of State funding to the County. If such State funding is not forthcoming, then this Agreement shall be deemed to have been terminated on June 30 of the last Fiscal Year (FY) in which County received funds from the State. Director shall notify Contractor in writing of any such State funds not forthcoming. This provision is in addition to any other financial obligation found in this Agreement.

3. Paragraph 2, DESCRIPTION OF SERVICES, shall be amended to add the following:

"2. DESCRIPTION OF SERVICES: Contractor shall provide services to County in the manner and form as described in the body of this Agreement and in Exhibits ___ and ___, Scopes of Work, attached hereto and incorporated herein by reference."

4. Paragraph 3, MAXIMUM OBLIGATION OF COUNTY, shall be amended to add the following:

“3. MAXIMUM OBLIGATION OF COUNTY: Upon the effective date of this Amendment through June 30, 2009, the maximum obligation of County for Contractor’s performance hereunder is _____ (_____) as set forth in Exhibit __, Schedule __, Budget, attached hereto and incorporated herein by reference.

County’s maximum obligation for the period of July 1, 2008 through June 30, 2009 for Contractor’s performance hereunder shall be _____ (\$_____) as set forth in Exhibit __, Schedule __, Budget, attached hereto and incorporated herein by reference.”

5. Paragraph 7, OBJECTIVE, shall be revised as follows: In order to assist the County/State/Federal governments in the objective to vaccinate ninety percent (90%) of children by the year 2010 with four (4) doses of diphtheria, tetanus, and acellular pertussis vaccine (“DTaP”), at least three (3) doses of oral polio vaccine (“OPV”), 1 dose of measles, mumps, and rubella vaccine (MMR), three (3) at least doses of *Haemophilus influenza* type B vaccine (“Hib”), three (3) doses of hepatitis B vaccine, and one (1) dose of varicella vaccine as of their second birthday, Contractor agrees to provide the following activities:

A. To follow the “Standards for Pediatric Immunization Practices”

as promulgated by the United States Public Health Service Advisory Committee on Immunization Practices and the American Academy of Pediatrics.

B. To expand immunization services by including additional clinic days and hours per week for immunization services.

C. To implement and/or maintain an automated immunization tracking system (reminder/recall) to ensure that the families of infants and toddlers (preschool-aged children, under age four years) served by Contractor are notified of immunizations due or past due.

D. To implement special outreach activities with other public and private agencies which serve preschool-aged children and actively participate in local immunization health education and promotional campaigns.

E. To conduct a clinic immunization record audit of a sample of children (twenty-four [24 months to thirty-five [35] months old) who are served by the clinic during the agreement period. The sampling technique and immunization clinic record methodology must be compatible with the methodology which is available and will be supplied by the Immunization Branch of the California Department of Public Health.

6. Paragraph 9, FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS, shall be revised as follows:

(Contracts and Grants to insert appropriate language for the CEO to review and approve the adjustment before it is made and, if approved, to increase the percentage from 15% to 25% that the Director of PH has authority to adjust/reallocate.)

7. Paragraph 37, ENTIRE AGREEMENT, shall be revised as follows:

"37. ENTIRE AGREEMENT: The body of this Agreement, Exhibits __, __, __ and __, Schedules __, __, __, and __, attached hereto, shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, service, or schedule, between the body of this Agreement and the other above-referenced documents, or between such other documents, such conflict or inconsistency shall be resolved by giving precedence first to the body of this Agreement and then to such other documents according to the following priority:

- a. Exhibit __
- b. Exhibit __
- c. Exhibit __
- d. Exhibit __

e. Schedules __, __, __ and __

6. As of the effective date of July 1, 2008, wherever it appears in this Agreement, the terms "Exhibit __ and Exhibit __" shall be replaced by the terms "Exhibit __ and Exhibit __," respectively.

7. As of July 1, 2008, Schedule __ shall be added to the Agreement and shall supersede Schedule __.

8. As of July 1, 2009, Schedule __ shall be added to the Agreement and shall supersede Schedule __.

9. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Director of Public Health and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Jonathan E. Fielding, M.D., M.P.H.
Director and Health Officer

Contractor

By _____
Signature

Print Name

Title _____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
RAYMOND G. FORTNER, JR.
County Counsel

APPROVED AS TO CONTRACT ADMINISTRATION:

DEPARTMENT OF PUBLIC HEALTH

By _____
Gary T. Izumi, Chief
Contracts and Grants Division